

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In Re:

MYRON R. MURRAY

Debtor.

Case No. 10-10120-MLB

**DECLARATION OF BAC  
REPRESENTATIVE IN SUPPORT OF  
BAC HOME LOANS SERVICING,  
L.P.'S RESPONSE TO DEBTOR'S  
OBJECTION TO CLAIM NO. 4**

I, VICTOR CAPONPON, declare under penalty of perjury under  
the laws of the State of Washington that the following statements are true and correct:

1. I am an employee of BAC Home Loans Servicing, L.P. and am authorized to  
make this Declaration on behalf of BAC Home Loans Servicing, L.P.

2. I have reviewed, in the ordinary course of business, the books and records of  
BAC with regard to the Adjustable Rate Note of July 10, 2006 (No. 700233984-2) and the  
accompanying Deed of Trust of July 10, 2006, both executed by Debtor Myron R. Murray  
("Debtor") and the servicing of these loan documents, as to the property located at 4719 S.  
179<sup>th</sup> Street, SeaTac, Washington 981<sup>V.C.</sup>88 ("Property"). I have knowledge of the following  
matters based on my review of BAC's business records as to this Property.

3. On or about July 10, 2006, Debtor, as borrower, executed and delivered to  
United Pacific Mortgage, a d/b/a of Aventus, Inc. ("United Pacific"), an Adjustable Rate

1 Note in the original principal amount of \$284,000.00. Attached hereto as Exhibit A is a true  
2 and correct copy of the Adjustable Rate Note of July 10, 2006 in the amount of \$284,000.00  
3 signed by Debtor.

4 4. This Adjustable Rate Note is secured by a Deed of Trust of July 10, 2006  
5 executed and delivered by Debtor against the Property. The Deed of Trust was recorded on  
6 July 21, 2006 under King County Recorder's No. 20060721001469. Attached hereto as  
7 Exhibit B is a true and correct copy of the Deed of Trust of July 10, 2006 as recorded.

8 5. Under the Deed of Trust, Mortgage Electronic Registration Systems, Inc.  
9 ("MERS") is the beneficiary solely as nominee for Lender and Lender's successors and  
10 assigns as well as the successors and assigns of MERS. Under the same Deed of Trust, it  
11 states on page 3 of 17 under, "Transfer of Rights in the Property":

12 "Borrower understands and agrees that MERS holds only legal title to the  
13 interest granted by Borrower in this Security Instrument, but, if necessary to  
14 comply with law or custom, MERS (as nominee for Lender and Lender's  
successors and assigns) has the right: to exercise any or all of those interests,  
including, but not limited to, the right to foreclose and sell the Property; . . ."

15 6. After the loan was made, United Pacific by special endorsement or allonge  
16 sold and transferred the Adjustable Rate Note to Greenpoint Mortgage Funding, Inc.  
17 ("**Greenpoint**"). Attached hereto as Exhibit C is a true and correct copy of the Allonge to  
18 the Adjustable Rate Note. The Allonge states: "Pay to the Order of: Greenpoint Mortgage  
19 Funding, Inc." and is signed by the President of United Pacific.

20 7. The Deed of Trust, in §20, allows for sale of the Adjustable Rate Note and  
21 Deed of Trust without prior notice to Debtor, as borrower. Section 20 specifically refers to  
22 a sale of the Adjustable Rate Note and Deed of Trust resulting in a change in the loan  
23 servicer. Section 20 states that if there is a change in the loan servicer, Debtor, as borrower,  
24 will be given written notice of the change which states the name and address of the new loan  
25 servicer, the address to which payment should be made and the other information required.  
26 On July 10, 2006, Greenpoint gave written notice to Debtor, as borrower, that the right to

1 collect payments was assigned, sold or transferred from United Pacific to Greenpoint.  
2 Attached hereto as Exhibit D is a true and correct copy of the Notice of July 10, 2006 to  
3 Debtor from Greenpoint. Also, Debtor signed and acknowledged on July 17, 2006, the  
4 Notice of Loan Servicing Transfer Disclosure Statement of United Pacific which  
5 acknowledged that United Pacific could assign, sell or transfer the servicing of the loan.  
6 Attached hereto as Exhibit E is a true and correct copy of the Notice of Loan Servicing  
7 Transfer Disclosure Statement of July 16, 2006 signed by Debtor.

8 8. On or about July 21, 2006, United Pacific assigned and transferred to MERS,  
9 and its successors and assigns, all right, title and interest to the Deed of Trust of July 10,  
10 2006 executed by Debtor. Attached hereto was Exhibit F is a true and correct copy of the  
11 Assignment of Deed of Trust by United Pacific to MERS.

12 9. On or about July 21, 2006, MERS as nominee for United Pacific assigned  
13 and transferred to Greenpoint and its successors and assigns all right, title and interest to the  
14 Deed of Trust executed by Debtor of July 10, 2006. Attached hereto as Exhibit G is a true  
15 and correct copy of the Assignment of Deed of Trust by United Pacific to Greenpoint.

16 10. On or about December 1, 2006, the Adjustable Rate Note and Deed of Trust  
17 of Debtor were sold and securitized into an asset backed securities loan Trust. The current  
18 owner of the Adjustable Rate Note is HSBC Bank USA, National Association, as Trustee  
19 for the Certificateholders, Deutsche ALT-A Securities Mortgage Loan Trust, Series 2006-  
20 AR6 Mortgage Pass-Through Certificate ("**HSBC Trustee**"), pursuant to the Pooling and  
21 Servicing Agreement of December 1, 2006 which formed the Trust ("**PSA**"). Attached  
22 hereto as Exhibit H is a true and correct copy of excerpts from the Pooling and Servicing  
23 Agreement of December 1, 2006 (pp. i-v; 1-12; 55-73; and signature pages).

24 11. With the securitization, Greenpoint retained the servicing rights for the  
25 Adjustable Rate Note and Deed of Trust of Debtor and is the authorized servicing agent for  
26 HSBC Trustee. As the authorized servicing agent, Greenpoint was entitled to enforce this

1 obligation. The Assignment, Assumption and Recognition Agreement (“AAR  
2 Agreement”) of December 15, 2006 between Greenpoint, as servicer, and Wells Fargo  
3 Bank, N.A., as master servicer, acknowledges on page 1 that the residential mortgage loans  
4 listed on Attachment 1 to the AAR Agreement contain the loans serviced by Greenpoint.  
5 Attached hereto as Exhibit I is a true and correct copy of the AAR Agreement. Also  
6 attached hereto as Exhibit J is a true and correct copy of excerpts of Attachment 1 to the  
7 AAR Agreement which <sup>has v.c.</sup> ~~has~~ the list of residential loans to be serviced. Attachment 1  
8 excerpts show Greenpoint Loan No. 700233984 for the Property as one of the listed loans.

9 12. Greenpoint subsequently entered into an agreement with Countrywide Home  
10 Loans Servicing, LP (“Countrywide”) appointing Countrywide, as sub-servicer for all of  
11 the loans then serviced by Greenpoint (including the subject Adjustable Rate Note) as of the  
12 date of the Servicing Relationship Agreement. This Servicing Relationship Agreement was  
13 later amended and restated as the Amended and Restated Sub-Servicing Agreement between  
14 Countrywide and Greenpoint dated as of October 31, 2008. Attached hereto as Exhibit K is  
15 a true and correct copy of the Amended and Restated Sub-Servicing Agreement of October  
16 31, 2008 (“Sub-Servicing Agreement”). As a result, Countrywide became the sub-servicer  
17 for the subject loan of Debtor and is entitled to enforce the Adjustable Rate Note and Deed  
18 of Trust obligations on behalf of Greenpoint.

19 13. Further, Greenpoint executed a Corporate Resolution on or about February 5,  
20 2009 in connection with the performance of the Sub-Servicing Agreement. This Corporate  
21 Resolution appointed all officers of Countrywide to be assistant secretaries and vice  
22 presidents of Greenpoint with all rights and powers necessary to perform the Sub-Servicing  
23 Agreement. The Corporate Resolution specifically provides that Countrywide is authorized  
24 to take any actions necessary to prosecute or defend the subject loan in bankruptcy and to  
25 ensure that each promissory note has been endorsed. See, Corporate Resolution, ¶¶(ii) and  
26 (iv). Attached hereto as Exhibit L is a true and correct copy of the Corporate Resolution of

1 Greenpoint.

2 14. On or about June 3, 2008, MERS assigned to Greenpoint all beneficial  
3 interest in the Deed of Trust of July 10, 2006 together with the Adjustable Rate Note  
4 secured by the Deed of Trust. This Assignment was recorded on or about June 12, 2008 as  
5 can be seen under King County Recorder's No. 20080612001155. Attached hereto as  
6 Exhibit M is a true and correct copy of the Assignment as recorded.

7 15. On December 9, 2008, Countrywide gave written Notice of Assignment, Sale  
8 or Transfer of servicing rights from Greenpoint to Countrywide to Debtor, and also provided  
9 the necessary information to the Debtor regarding his future loan payments. Countrywide  
10 provided an additional written Notice of Transfer of Servicing of the Loan to Debtor on  
11 December 9, 2008. Attached hereto as Exhibits N and O are true and correct copies of these  
12 two December 9, 2008 Notices to Debtors.

13 16. On or about April 27, 2009, Countrywide was renamed BAC Home Loans  
14 Servicing, LP. ("BAC"). Attached hereto as Exhibit P is a true and correct copy of the  
15 institutional history of Countrywide obtained from the National Information Center, a  
16 Division of the Federal Reserve System. BAC respectfully requests that the Court take  
17 judicial notice of this public record compiled by the Office of the Federal Reserve System.

18 17. As a result of the foregoing, BAC is the authorized servicing agent for  
19 Greenpoint under Sub-Servicing Agreement and Corporate Resolution and Greenpoint is the  
20 servicer for HSBC Trustee of Trust which owns the Adjustable Rate Note and Deed of Trust  
21 of Debtor. BAC is the party authorized to file a Proof of Claim in Debtor's bankruptcy case.

22 18. BAC, as sub-servicer and agent of Greenpoint, has current actual possession  
23 of the original Adjustable Rate Note of July 10, 2006 and of the original endorsement or  
24 Allonge to that Adjustable Rate Note, as well as current actual possession of the original  
25 Deed of Trust of July 10, 2006 and the original Assignment of that same Deed of Trust of  
26 June 3, 2008. BAC is in possession of the original loan documents with the rights of the

1 holder, Greenpoint, acting as the sub-servicer and agent of Greenpoint, to enforce these  
2 obligations.

3 Signed at (city) SIMI VALLEY, (state) CA on  
4 (date) 2/16/11.

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Victor Caponpon  
VICTOR CAPONPON  
(PRINT NAME)

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on February 17<sup>th</sup>, 2011, I electronically filed the foregoing  
3 **DECLARATION OF BAC REPRESENTATIVE IN SUPPORT OF BAC HOME**  
4 **LOANS SERVICING, L.P.'S RESPONSE TO DEBTOR'S OBJECTION TO**  
5 **CLAIM NO. 4** with the Clerk of the court using the CM/ECF system which will send  
6 notification of such filing. I also certify that I served the same pleading on the following  
7 named person(s) on the date indicated below by regular mail to said person(s) a true copy  
8 thereof, contained in a sealed envelope, addressed to said person(s) at their last known  
9 address indicated below:

10 Christina Latta Henry  
11 Seattle Debt Law LLC  
12 705 2<sup>nd</sup> Avenue, Suite 1050  
Seattle, WA 98104  
*Attorney for Myron R. Murry*

13 K. Michael Fitzgerald  
14 600 University Street #2200  
Seattle, WA 98101  
*Trustee*

15 United States Trustee  
16 700 Stewart Street, Suite 5103  
17 Seattle, WA 98101  
*U.S. Trustee*

18 PRA Receivables Management LLC  
19 P.O. box 41067  
Norfolk, VA 23541

20 Daniel L. Hembree  
21 Bishop White Marshall & Weibel PS  
22 720 Olive Way Ste 1201  
Seattle, WA 98101-1878

23 DATED this 17<sup>th</sup> day of February, 2011.

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Gregory J. Miner